

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 (V2) TO LEASE NO. LFL62486
ADDRESS OF PREMISES 701 SAN MARCO, SUITE 7 WEST JACKSONVILLE, FL 32207-9998	PDN Number:

THIS AGREEMENT, made and entered into this date by and between
 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

whose address is: 213 WASHINGTON STREET, LOBBY
 NEWARK, NJ 07102-2917

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to Issue the Notice to Proceed (NTP) for tenant Improvements.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 12, 2014 as follows:

1). This Lease Amendment (LA) No. 3 is your **Notice to Proceed (NTP)** to furnish and install Tenant Improvements as required and outlined in Lease No. LFL62486. The total cost for the Tenant Improvement is **\$339,472.35** pursuant to attached Exhibit "A" and Exhibit "C".

1A). EPA Tenant Improvement Allowance and/or Overage;

The EPA is allowed a total TIA of **\$226,671.88**. To date based on the TICS dated December 20, 2013 EPA's TIA amount is **\$217,262.30**. EPA's has a remaining TIA balance available of **\$9,409.58** to be used if deemed necessary at a later date.

1B). FWS Tenant Improvement Allowance and/or Overage;

The FWS is allowed a total TIA of **\$115,830.83**. To date based on the TICS dated December 20, 2013 FWS's TIA amount is **\$122,210.05**. FWS has a TIA overage in the amount of **\$6,379.22**. This overage will be funded by a lump sum reimbursable payment upon completion and acceptance by the Government.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: [Redacted]

Name: [Redacted]

Title: VICE PRESIDENT, CORPORATE REAL ESTATE

Entity Name: THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Date: 3/12/2014

Signature: [Redacted]

Name: [Redacted]

Title: Lease Contracting Officer

GSA, Public Buildings Service, Leasing Division

Date: 3/13/14

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]

Name: GERRARD SILVA

Title: DIRECTOR CRE

Date: 3/12/14

1C). Tenant Improvement Allowance included in the rent;

The amount of **\$333,093.14 (EPA-TI of \$217,262.31 + FWS-TI of \$115,830.83)** will be amortized into the rent at 6.5% per annum for the remaining balance of the firm term estimated to be 46 (forty-six) months. The 46 months was calculated using an estimated effective date of (1 September, 2014). The actual effective date will be established by issuance of a subsequent LA, and the rent schedule be adjusted as needed.

2). The Government hereby orders the Balance of **\$6,379.22**. Upon completion, inspection and acceptance of the Tenant Improvements, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$6,379.22**, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with copy to the Contracting Officer) electronically on the Finance website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

US General Services Administration
ATTN: Millie Lemus-Toro,
400 W. Bay Street
Suite 67
Jacksonville, FL 32202

A proper invoice must include the following:

- Invoice date
- Unique invoice number
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and a description, price and quantity of the items delivered
- GSA PDN # _____

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The Lessor hereby waives restoration as a result of all improvements.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

Attachments;

Exhibit "A" TICS December 20, 2013

Exhibit "B" Rent Table


Exhibit "C" Tenant Improvement Allowance by Agency - Table

INITIALS:


LESSOR

&


GOV'T

		TENANT IMPROVEMENTS COST SUMMARY (TICS)			
		for GSA		ABOA SF=	7,994
December 20, 2013		Agency: FWS and EPA		TIA PER ABOA SF=	\$ 42.36
		Location: 701 san Marco Boulevard		TOTAL TIA	\$ 342,503
		RU Factor Renovation work		RSF=	9,193
Masterformat CSI	System Elements	TI*	SHELL**		
Div 1	General Requirements	\$ 21,724.00	\$ 7,060.00		
Div 2	Site work & Demolition	\$ -	\$ 9,352.00		
Div 3	Concrete	\$ -	\$ -		
Div 4	Foundations / Masonry	\$ -	\$ -		
Div 5	Metals	\$ -	\$ -		
Div 6	Woods & Plastics	\$ -	\$ 4,777.00		
Div 7	Thermal & Moisture	\$ -	\$ -		
Div 8	Doors & Windows	\$ 2,314.00	\$ 1,865.00		
Div 9	Finishes	\$ 48,270.00	\$ 26,363.00		
Div 10	Specialties	\$ -	\$ -		
Div 11	Equipment	\$ -	\$ -		
Div 12	Furnishings	\$ -	\$ -		
Div 13	Special Construction	\$ -	\$ -		
Div 15	General Construction	\$ 7,340.00	\$ 2,823.00		
Div 21	Fire Suppression	\$ 23,986.00	\$ 1,600.00		
Div 22	Plumbing	\$ -	\$ 7,419.00		
Div 23	HVAC	\$ 131,571.00	\$ 3,700.00		
Div 26.1	Electrical	\$ 22,953.00	\$ 2,359.00		
Div 26.2	Lighting	\$ -	\$ 14,048.00		
Div 27	Communications, Security & Other Elec. Systems	\$ 6,452.00	\$ -		
Div 28.1	Electrical safety & Security	\$ -	\$ -		
Div 28.2	Security	\$ -	\$ 11,500.00		
Div 32	Exterior	\$ -	\$ -		
Subtotal	Trade Costs	\$ 264,610.00	\$ 92,866.00		
Subtotal	General Contractor Fee	Percent \$ 26,721.00	\$ 9,051.00		
Subtotal	Construction Costs	\$ 291,331.00	\$ 101,917.00		
	Architectural & Engineering Fees (NIC DID costs)	\$ 31,976.00	\$ -		
	Other Lessor Soft Costs***	\$ -	\$ -		
	Taxes	\$ -	\$ -		
Subtotal	Lessor's Costs:	\$ 323,307.00	\$ 101,917.00		
	Lessor's Overhead and Profit	Percent \$ 16,165.35	\$ 5,095.85		
Total	Price to Government:	\$ 339,472.35	\$ 107,012.85		
		Cost per ABOA SF \$ 42.47	\$ 13.39		
		Cost per RSF \$ 36.93	\$ 11.64		

Notes:

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the DEFINITIONS table in the work book for the breakdown.

*** Other Lessor Soft Costs: typically project management, mortgage banking fee, counsel, travel, appraisal, permits, etc. Provide separate breakdown separately or within the INPUT PROJECT INFO worksheet.

EXHIBIT "A"

LFL62486
LA #3

GMA
LBS90R

MD
GOVT

EXHIBIT "B"

Rent Table									
Lease Number	LFL62486								
LA Number	3								
RSF	9,193								
ABOA	7,994								
Effective Dates	Base Rent/shell	Operating Cost *	Tenant Improvements **	Building specific Security ***	Annual Rent	Rate/rsf	Rate/ABOA		
Rent Year 1 from LA#1	\$ 101,123.00	\$ 79,965.00	\$ -	\$ -	\$ 181,088.00	\$ 19.70	\$ 22.65		
					Total Annual Cost \$ 181,088.00				
					Monthly Payment \$ 15,090.67				
Effective Dates	Base Rent/shell	Operating Cost *	Tenant Improvements **	Building specific Security ***	Annual Rent	Rate/rsf (1)	Rate/ABOA (1)		
Rent Years 2-5	\$ 101,123.00	\$ 79,965.00	\$ 98,402.40	\$ 5,317.56	\$ 284,807.96	\$ 30.98	\$ 35.63		
					Total Annual Cost \$ 284,807.96				
					Monthly Payment \$ 23,734.00				
Effective Dates	Base Rent/shell	Operating Cost *			Annual Rent	Rate/rsf	Rate/ABOA		
Rent Years 6-10	\$ 117,210.75	\$ 79,965.00	\$ -	\$ -	\$ 197,175.75	\$ 21.45	\$ 24.67		
					Total Annual Cost \$ 197,175.75				
					Monthly Payment \$ 16,431.31				

* Above annual rent is inclusive of 2013 escalation.

** Tenant Improvements (TI) allowance is amortized at 6.5% for remainder of firm term (estimated 46 months).

*** BSS allowance is amortized at 6.5% for remainder of firm term (estimated 46 months).

(1) the rent was effective as of 1 July, 2013 without amortization of the TIA and TI BSS.

(2) TI - BSS payback time is shortened to 46 months from 60 months as the rent was started without TI's or BSS on 1 July, 2013.

(3) the lease firm term runs from years 1-5. The lease was started on 1 July 2013 without TI.

Thus the TIA amortization period is reduced to 46 from 60 months.

LFL 62486
LA #3

CMC
L12300R

MT
GOVT

<u>Agency</u>	<u>ABOA</u>	<u>Pro-rata Share</u>	<u>TIA - rate per ABOA</u>	<u>TIA - maximum allowed to be included in rent</u>	<u>TIA - per TICS 12-20-13</u>	<u>TIA - balance</u>
EPA	5145.5	64%	\$ 44.05	\$ 226,671.88	\$ 217,262.30	\$ 9,409.58
FWS	2848.5	36%	\$ 40.66	\$ 115,830.83	\$ 122,210.05	\$ 6,379.22
TOTAL	7994	100%	N/A	\$ 342,502.72	\$ 339,472.35	N/A

TI AVAILABLE -
FOR EPA USE

TI OVERAGE -
APPROVED

EXHIBIT "C" - TIA by agency
LFL62486
Lease Amendment No. 3

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[Signature]
P. 11/17

[Signature]
1/18/2008